REMARKS

Claims 1-24 remain pending in this application. Claims 1 and 13 are independent. Claims 1, 2, 7-15, and 19-24 have been amended, and no claims have been added or canceled by this Amendment. No new matter is involved with any claim amendment, as support may be found throughout the originally-filed disclosure.

Specification

In response to the Examiner's general request for correction of known Specification errors, Applicant is not aware of any errors in the Specification that require correction.

Claim Objections

Withdrawal of the objection to claims 8-12 and 21-24 are respectfully requested. These claims have been amended along with their respective independent claims in a manner that is believed to overcome the stated bases for objection. Accordingly, reconsideration and allowance of these claims are respectfully requested.

Indefiniteness Rejection

Withdrawal of the rejection of claims 2-4, 10-12, 14-16, and 22-24 under 35 U.S.C. §112, second paragraph, as allegedly being indefinite, is requested. These claims have been amended in a manner that is believed to overcome the stated bases for indefiniteness.

"FEDWIRE® " is Definite

For example, claim 2 has been amended to recite that "the settlement funds transfer system [of amended claim 1] is the FEDWIRE® system." Similar amendments have been made to claim 14.

Although claims 2, 11, 14, and 23 contain the servicemark "FEDWIRE®," Applicant submits that the use of this servicemark is not indefinite when the claims as a whole are considered. As the MPEP states, "[t]he presence of a trademark or trade name in a claim is not,

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per se, improper under 35 U.S.C. 112, second paragraph, but the claim should be carefully analyzed to determine how the mark or name is used in the claim."[1]

The MPEP goes on to state, "[n]ames used in trade are permissible in patent applications if: (A) Their meanings are established by an accompanying definition which is sufficiently precise and definite to be made a part of a claim, or (B) In this country, their meanings are well-known and satisfactorily defined in the literature. Condition (A) or (B) must be met at the time of filing of the complete application."[2]

In this application, the "FEDWIRE®" servicemark is used to denote the technical requirements that should be adhered to for the settlement funds transfer system, in accordance with one particular embodiment as set forth in dependent claims 2 and 14, for example. Applicant submits that the technical requirements of the FEDWIRE® system have been long-established and are generally known to the public, and that the meaning of this term is particularly well-known and satisfactorily defined in the literature for use by a person of ordinary skill in the art that is interested in using the FEDWIRE® system to carry out financial transactions. Access to Fedwire is determined by objective, publicly disclosed criteria. The rules and procedures for FEDWIRE® are clear and permit participants to understand the financial risks resulting from participation in the system. Applicant invites the Examiner's attention to Attachment A to this Amendment, which is but one example of a publication (by the Federal Reserve Bank of New York) as evidence of the fact that FEDWIRE® is well-known and satisfactorily defined in the art and literature.[3]

"SWIFT" is Definite

Similar arguments as above pertain to the recitation of "SWIFT" in claims 3-4, 12, 15, 16, and 24. Applicant submits that the use of "SWIFT" is sufficiently definite such that a person of ordinary skill in the art would not be confused in his understanding of the requirements of these claims.

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[1] *See* MPEP 2173.05(u) Trademarks or Trade Names in a Claim.
[2] *See* MPEP 608.01(v) Trademarks and Names Used in Trade.
[3] *See*, Attachment A, "Fedwire – Fedpoints – Federal Reserve Bank of New York" found on the internet at
   http://www.newyorkfed.org/aboutthefed/fedpoint/fed43.html

As is known to a person of ordinary skill in the art, and as discussed in the Background section of the present application, the Society for Worldwide Interbank Financial Telecommunication ("SWIFT") operates a worldwide financial messaging network. In this system, messages are securely and reliably exchanged between banks and other financial institutions. SWIFT also markets software and services to financial institutions, including for use on the SWIFTNet Network. ISO 9362 bank identifier codes are popularly known as "SWIFT codes." SWIFT has established common standards for financial transactions, a shared data processing system, and a worldwide communications network. Fundamental operating procedures, rules for liability *etc.*, have been established since the 1970's. See Attachment B, which is but one example of a publication as evidence that SWIFT is well-known and satisfactorily defined in the art and literature.[4]

"CLEARING HOUSE INTERBANK PAYMENT SYSTEM®" is Definite

Again, similar arguments as above pertain to the recitation of "CLEARING HOUSE INTERBANK PAYMENT SYSTEM®" ("CHIPS") in dependent claims 10 and 22. This servicemark, similar to FEDWIRE, is used to further define the requirements of the "at least one financial institution" as recited in dependent claims 10 and 22, for example. Applicant submits that membership in CHIPS is well known and satisfactorily defined in the literature for use by a person of ordinary skill in the art that is interested in understanding the scope of these claims. See Attachment C, which is but one example of a publication (by the Federal Reserve Bank of New York) as evidence that CHIPS is well-known and satisfactorily defined in the art and literature.[5]

In view of the above, claims 2-4, 10-12, 14-16, and 22-24 are submitted as being definite, and reconsideration and allowance of these claims are respectfully requested.

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[4] *See* Attachment B, "Society for Worldwide Interbank Financial Telecommunication," found on the internet at http://en.wikipedia.org/wiki/Society_for_Worldwide_Interbank_Financial_Telecommunication , as one example of the wide-spread knowledge that is available relating to the use of the SWIFT system, *and see* "SWIFT.COM" non-patent literature reference cited and applied by the Examiner in the most recent Office Action.

[5] *See,* Attachment C, "CHIPS – Fedpoints – Federal Reserve Bank of New York" found on the internet at http://www.newyorkfed.org/aboutthefed/fedpoint/fed36.html.

Anticipation by Harada et al.

Withdrawal of the rejection of claims 1, 5, 6,8, 9, 13, 17, 18, 20, and 21 under 35 U.S.C. §102(e) as being anticipated by Harada et al. ("Harada") (US 2003/0208440) is requested.

Applicants note that anticipation requires the disclosure, in a prior art reference, of each and every limitation as set forth in the claims.[6] There must be no difference between the claimed invention and reference disclosure for an anticipation rejection under 35 U.S.C. §102.[7] To properly anticipate a claim, the reference must teach every element of the claim.[8] "A claim is anticipated only if each and every element as set forth in the claim is found, either expressly or inherently described, in a single prior art reference."[9] "The identical invention must be shown in as complete detail as is contained in the ...claim."[10] In determining anticipation, no claim limitation may be ignored.[11] In view of the foregoing authority, the cited reference at least fails to anticipate independent claims 1 and 13, both as previously presented, and now as currently amended.

Discussion of Applicant's Disclosure

By way of background, one or more embodiments and aspects of Applicant's disclosure are directed to a mechanism and process for authorization and processing payouts to transaction beneficiaries in foreign countries. ***The mechanism and process provide for initiation of self-funded transactions, the initial instruction therefore being in a format associated with a mechanism that provides guaranteed funding of the transaction to a Receiver Financial Institution***, for example, FEDWIRE®. The Receiver Financial Institution generates foreign financial transaction payment instructions including data in a format that is compatible with both the Receiver Financial Institution and at least one financial institution in a foreign country, for example, by using a SWIFT compatible format.

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[6] *Titanium Metals Corp. v. Banner*, 227 USPQ 773 (Fed. Cir. 1985).
[7] *Scripps Clinic and Research Foundation v. Genentech, Inc.*, 18 USPQ2d 1001 (Fed. Cir. 1991).
[8] *See* MPEP § 2131.
[9] *Verdegaal Bros. v. Union Oil Co. of Calif.*, 2 USPQ2d 1051, 1053 (Fed. Cir. 1987).
[10] *Richardson v. Suzuki Motor Co.*, 9 USPQ2d 1913, 1920 (Fed. Cir. 1989).
[11] *Pac-Tex, Inc. v. Amerace Corp.*, 14 USPQ2d 187 (Fed. Cir. 1990).

The practical effect of Applicant's disclosed and claimed invention is that this mechanism and process enables domestic (*i.e.*, United States) banks to issue payments through a Receiver Financial Institution to foreign (*i.e.*, non-United States) beneficiaries using the domestic bank's existing interfaces to the FEDWIRE® system, which allows such a domestic bank to utilize their present processing capacity without having to either build additional interfaces to a proprietary bank system, become a member of the SWIFT network, or maintain balances at an initial intermediary bank or provider of a proprietary funds transfer service.

Discussion of Harada

According to its Abstract, Harada is purportedly directed to an international payment system and method in which a payment instruction is communicated from a customer in one country to a local currency account in another country. A payment is then provided from the local currency account to a destination/beneficiary account of an intended beneficiary. Separately, a payment request is communicated to a funds account to ensure that sufficient funds to cover the payment are provided to a treasury account. The funds at the treasury account may be exchanged for the foreign currency of the local currency account, and payment made to the local currency account either by transferring funds directly to it, or by providing a credit entry in a general ledger on behalf of the local currency account in the first country. The system purportedly enables direct access to transaction status information at the local currency account.

In attempting to distinguish over conventional techniques and systems, however, Harada emphasizes at paragraph [0041] that "the present invention [Harada] *sends payment instructions independently of the actual monetary transfer*, which eliminates the need to execute the chain of credits and debits between correspondent financial institutions…[t]hus, added transaction time and overhead created by traversing a chain of intermediary institutions, and conducting foreign exchange transactions is removed" (*emphasis* added).

Harada further discloses at paragraph [0017] that "[t]he payment request is communicated to a funds source associated with the source account…[and in] accordance with the payment request, funds are transferred from the funds source to a treasury account if necessary to maintain a balance at the treasury account which is sufficient to cover an amount of

the payment request…funds at the treasury account are used to provide a payment to, and/or credit entry on behalf of, the local currency account in a currency of the second country."

Still further, Harada evaluates each potential source of international payment transaction funding to determine a risk profile relating to, *e.g.*, the soundness of the originating financial institution and/or country (*see* Harada at paragraph [0043]).

Applicant submits that the above-discussed approach in Harada relying on interaction between a so-called "funds source" and a "treasury account" does not, in any way, disclose, suggest, or even relate to Applicant's method of receiving financial transaction payment instructions from a Client Bank in a format associated with a settlement funds transfer system that provides **guaranteed funding** of the transaction to a Receiver Financial Institution, as recited in amended independent claim 1, for example. Rather, **Harada discloses transactions having risk associated therewith, such that there is no guaranteed funding provided in the system and method of Harada**.

As to claim 1 in particular, Harada does not disclose a method for processing a payment to a financial transaction beneficiary located in a foreign country, which includes, *inter alia*, "receiving financial transaction payment instructions from a Client Bank *in a format associated with a settlement funds transfer system that provides guaranteed funding of the transaction* to a Receiver Financial Institution…generating foreign financial transaction payment instructions for at least one financial institution located in a foreign country, the foreign financial transaction payment instructions including data in a funds transfer messaging service format that is compatible with both the Receiver Financial Institution and the at least one financial institution," as recited in independent claim 1, as amended (**emphasis** added). Rather, Harada discloses potentially risky transactions involving the interaction between a customer's funds source and a treasury account, and not guaranteed funding.

As to claim 13, Harada does not disclose a mechanism for processing a payment to a financial transaction beneficiary located in a foreign country, wherein the mechanism includes, *inter alia*, "an interface for receiving payment instructions from a Client Bank *in a format associated with a settlement funds transfer system that provides guaranteed funding of the transaction to a Receiver Financial Institution*; and at least one processor…for… generating

foreign financial transaction payment instructions…including data in a funds transfer messaging service format that is compatible with both the Receiver Financial Institution and the at least one financial institution," as recited in independent claim 13, as amended (*emphasis* added). As stated above, Harada discloses potentially risky transactions involving the interaction between a customer's funds source and a treasury account, and not guaranteed funding.

Accordingly, since the applied art does not teach or suggest all the claimed limitations, reconsideration and allowance of independent claims 1 and 13 are respectfully requested. In addition, dependent claims 2-12 and 14-24 variously and ultimately depend from these patentable independent claims, and are submitted as being allowable at least on that basis, without further recourse to the patentable features recited therein.

Unpatentability Rejection over Harada in View of Lawrence

Withdrawal of the rejection of claims 2, 3, 7, 10, 12, 14, 15, 19, 22, and 24 under 35 U.S.C. §103(a) as allegedly being unpatentable over previously cited Harada in view of Lawrence (US 2003/0233319) is requested. The examiner has failed to make a *prima facie* case of unpatentability, as further discussed below.

It should be noted that at least claims 2 and 14 are independently patentable over the cited art for the additional reasons that neither Harada nor Lawrence, either alone or in combination, teach or suggest either (1) a method wherein "the settlement funds transfer system is the FEDWIRE® system, wherein the financial transaction payment instructions cause both an automatic credit and an automatic debit of associated accounts to be made upon receipt," as recited in dependent claim 2, as amended, or (2) a mechanism wherein "the settlement funds transfer system is the FEDWIRE® system, wherein the payment instructions received from the client bank cause both an automatic credit and an automatic debit of associated accounts to be made upon receipt thereof," as recited in dependent claim 14, as amended.

The Examiner admits that Harada is deficient in providing a teaching or suggestion of the use of FEDWIRE to provide guaranteed funding of the transaction. To make up for the admitted deficiencies of Harada, the Examiner asserts that Lawrence teaches the use of FEDWIRE.

Applicant respectfully traverses the Examiner's characterization of Lawrence, and the asserted motivation to combine Harada with Lawrence in the manner suggested.

Discussion of Lawrence

According to its Abstract, Lawrence is purportedly directed to electronic fund transfer methods and systems for managing risk related to transfer of funds. The method is asserted as being implemented in a computer system to indicate in the computer system that a person is a transaction participant according to the person's status as at least one of: a transaction originator; a transaction intermediary, a transaction recipient or a transaction beneficiary. Data is gathered into the computer system generally related to one or more risk variables, and can also be received relating to details of a financial transaction. The received data can be structured to generally relate to one or more risk variables according to risk criteria, and one or more reports can be generated which relate to risk due diligence, wherein the report includes an indication that the transaction participant is associated with elevated risk.

Lawrence does not actually handle business transactions, *e.g.*, fund transfers, but instead merely collects information for due diligence and risk management purposes.

At the portions relied upon by the Examiner, Lawrence merely teaches that FEDWIRE exists (*see* paragraph [0003]), and that a depository institution that maintains a reserve or clearing account with a Federal Reserve Bank may use FEDWIRE to send payments to, or receive payments from, other account holders directly (*see* paragraph [0023]). In addition, paragraph [0023] of Lawrence further teaches that "[o]ther transfers can include SWIFT, FUNDS, CHIPS…formatted transfers…."

Lawrence is completely silent on providing any teaching or suggestion of coupling the use of FEDWIRE with SWIFT, FUNDS, CHIPS, or NACHES transfers to create risk-free guaranteed funding of foreign transfers of money from the U.S. to other countries, particularly in the novel and non-obvious manner claimed by Applicant.

Moreover, both Harada and Lawrence are completely silent on either (1) a method wherein "the settlement funds transfer system is the FEDWIRE® system, wherein the financial

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transaction payment instructions cause both an automatic credit and an automatic debit of associated accounts to be made upon receipt," as recited in dependent claim 2, as amended, or (2) a mechanism wherein "the settlement funds transfer system is the FEDWIRE® system, wherein the payment instructions received from the client bank cause both an automatic credit and an automatic debit of associated accounts to be made upon receipt thereof," as recited in dependent claim 14, as amended.

Accordingly, since Lawrence does not make up for the previously identified deficiencies of Harada as discussed above with respect to the anticipation rejection of independent claims 1 and 13, withdrawal of the rejections and allowance of dependent claims 2, 3, 7, 10, 12, 14, 15, 19, 22, and 24 are respectfully requested.

Harada "Teaches Away" from the Claimed Invention

Even if the applied art, either alone or in combination, taught or suggested all the limitations recited in the independent claims (which it does *not*), a person with skill in the art would not have a rational reason to combine Harada with Lawrence in the manner suggested by the Examiner, because these references in combination teach away from Applicant's invention as variously recited in the independent claims. Only through the use of improper hindsight analysis would these references be looked upon to derive Applicant's novel and non-obvious invention.

It is impermissible within the framework of 35 U.S.C. §103 to pick and choose from any one reference only so much of it as will support a given position to the exclusion of other parts necessary to the full appreciation of what such reference fairly suggests to one skilled in the art.[12] Further in this regard, As the Court of Customs and Patent Appeals, predecessor to the Federal Circuit, has held:

> All relevant teachings of cited references must be considered in determining what they fairly teach to one having ordinary skill in the art. The relevant portions of a reference include not only those teachings which would suggest particular aspects of an invention to one having ordinary skill in the art, but

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[12] *Bausch & Lomb, Inc. v. Barnes-Hind/Hydrocurve, Inc.*, 230 USPQ 416 (Fed. Cir. 1986).

also those teachings which would lead such a person away from the claimed invention.[13]

The rejections in the Official Action amount, in substance, to nothing more than hindsight reconstruction of Applicant's invention by relying on isolated teachings of the applied art, without considering the overall context within which those teachings are presented. Without benefit of Applicant's disclosure, a person of ordinary skill in the art would not know what portions of [Harada and Lawrence] to consider, and what portions to disregard as irrelevant or misleading.[14]

As previously discussed, Harada fails to teach or suggest a solution wherein **guaranteed funding** is provided for the transaction. In fact, Harada **teaches away** from the claimed invention **by requiring the evaluation of the relative risk of each potential transaction, rather than providing guaranteed funding of the international transaction**, as Applicant claims.

Harada further teaches away by stating at paragraph [0041] that "the present invention [Harada] **sends payment instructions independently of the actual monetary transfer**, which eliminates the need to execute the chain of credits and debits between correspondent financial institutions…[t]hus, added transaction time and overhead created by traversing a chain of intermediary institutions, and conducting foreign exchange transactions is removed" (**emphasis** added).

The claimed guaranteed funding aspects of Applicant's claims provides for payment instructions and risk-free monetary transfer to be effectuated in the same international transaction. Accordingly, Harada would have lead a person skilled in the art away from the invention as variously claimed by Applicant.

Furthermore, Harada teaches away from the claimed guaranteed funding aspects of the embodiments of Applicant's invention as claimed in dependent claims 2 and 14, in particular, either (1) a method wherein "the settlement funds transfer system is the FEDWIRE® system, wherein the financial transaction payment instructions cause both an automatic credit and an automatic debit of associated accounts to be made upon receipt," as recited in dependent claim 2,

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[13] *In re Mercier*, 185 USPQ 774, 778 (CCPA 1975).
[14] *In re Wesslau*, 147 USPQ 391, 393 (CCPA 1965).

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as amended, or (2) a mechanism wherein "the settlement funds transfer system is the FEDWIRE® system, wherein the payment instructions received from the client bank cause both an automatic credit and an automatic debit of associated accounts to be made upon receipt thereof," as recited in dependent claim 14, as amended.

Accordingly, for these reasons as well, withdrawal of the rejections and allowance of dependent claims 2, 3, 7, 10, 12, 14, 15, 19, 22, and 24 are again requested.

Unpatentability Rejection over Harada and Lawrence in View of "SWIFT.COM"

Withdrawal of the rejection of claims 4 and 16 under 35 U.S.C. §103(a) as allegedly being unpatentable over previously cited Harada and Lawrence in view of the non-patent literature "SWIFT.COM" is requested. The examiner has failed to make a *prima facie* case of unpatentability, as further discussed below.

Discussion of SWIFT.COM

This non-patent literature reference is relied upon by the Examiner to provide a teaching of the SWIFT MT103 message. While the use of SWIFT MT103 is certainly acknowledged, SWIFT.COM, however, does not make up for the deficiencies of Harada and Lawrence discussed above with respect to the unpatentability rejection of claims 2 and 14, as further discussed below.

In particular, Harada, Lawrence, and SWIFT.COM do not teach or suggest "receiving financial transaction payment instructions from a Client Bank *in a format associated with a settlement funds transfer system that provides guaranteed funding of the transaction* to a Receiver Financial Institution..." as recited in independent claim 1 from which claims 2 and 4 depend.

In addition, Harada, Lawrence, and SWIFT.COM do not teach or suggest "an interface for receiving payment instructions from a Client Bank *in a format associated with a settlement funds transfer system that provides guaranteed funding of the transaction* to a Receiver Financial Institution," as recited in independent claim 13 from which claims 14 and 16 depend.

Since the combination of Harada, Lawrence, and SWIFT.COM do not teach or suggest all the limitations of independent claims 1 and 13 from which claims 4 and 16 respectively and ultimately depend, and since SWIFT.COM does not make up for the deficiencies of these references, reconsideration and allowance of claims 4 and 16 are respectfully requested. Applicant notes that the "teaching away" of Harada discussed above with respect to dependent claims 2 and 14 is equally applicable to this rejection, and the rejections should be withdrawn on this basis as well.

Unpatentability Rejection over Harada in View of Knight et al.

Withdrawal of the rejection of claims 11 and 23 under 35 U.S.C. §103(a) as allegedly being unpatentable over previously cited Harada in view of Knight et al. ("Knight") (US 2003/0233319) is requested. The examiner has failed to make a *prima facie* case of unpatentability, as further discussed below. The legal requirements for unpatentability have been discussed above.

The Examiner admits that Harada is deficient in not providing a teaching that at least one financial institution (in the foreign country) includes a member of the FEDWIRE funds transfer system, and alleges that Knight makes up for this deficiency. Applicant respectfully traverse the Examiner's characterization of Knight, as discussed below.

Discussion of Knight

According to its Abstract, Knight is purportedly directed to an international banking system and method in which a provider bank first establishes on its system, a set of accounts for each of the customers of a client bank (the client bank environment). The client bank environment has its own Demand Deposit Account (DDA) module to process account entries and calculate interest and its own funds transfer module to initiate and to receive funds transfers. The primary interface into the funds transfer section in the client bank environment is to the funds transfer section of the provider bank environment. The funds transfer section of the provider bank is coupled to the systems which constitute the international banking infrastructure that is able to process banking transactions on a global basis for the customers of the client bank.

In Knight, a customer requests a particular international transaction to be performed by its client bank. The client bank then communicates the requested transaction to the funds

transfer section in the client bank environment within the system of the provider bank. Once the client bank funds transfer section has received the requested transaction, it references the customer's accounts in the client bank environment (*e.g.*, to debit the customer's account) and then transmit a transaction message (*e.g.*, a payment message) to the funds transfer section of the provider bank environment. The funds transfer section of the provider bank processes the transaction as a typical correspondent bank payment across the Nostro account(s) of the client bank environment (*e.g.*, a high value wire transfer) through one of the clearing systems. Incoming funds (*i.e.*, credits) intended for accounts of customers of the client bank follow this flow in reverse.

The Examiner asserts that paragraph [0035] of Knight teaches Applicant's recitation that the at least one financial institution includes a member of the FEDWIRE® funds transfer system.

What Knight actually teaches in this paragraph is the ***availability of various formats for transactions***, not that a particular financial institution in a foreign country is a member of FEDWIRE in any type of known association with the Federal Reserve.

Since the combination of Harada and Knight do not teach or suggest all the limitations of independent claims 1 and 13 from which claims 11 and 23 respectively and ultimately depend, claims 11 and 23 are allowable at least on that basis, without further recourse to the patentable features recited therein.

However, Applicants further point out that Knight does not disclose, suggest, or even relate to a method "wherein the at least one financial institution includes a member of the FEDWIRE® funds transfer system," as recited in dependent claim 11, and does not disclose, suggest, or even relate to a mechanism "wherein the at least one financial institution includes a member of the FEDWIRE® funds transfer system," as recited in dependent claim 23.

These shortcomings are in addition to the previously discussed deficiencies of Harada with respect to its lack of teaching the use of "guaranteed funding" in the financial transaction, as recited in independent claims 1 and 13 from which claims11 and 23 respectively depend.

The arguments pertaining to the "teaching away" of Harada discussed above with respect to dependent claims 2 and 14 is equally germane to this rejection as well. Accordingly, reconsideration and allowance of claims 11 and 23 are respectfully requested, particularly in light of the "teaching away" of Harada.

Conclusion

All rejections having been addressed, Applicant submits that each of pending claims 1-24 in the present application is in immediate condition for allowance. An early indication of the same would be appreciated.

In the event the Examiner believes that an interview would be helpful in resolving any outstanding issues in this case, the Undersigned Attorney is available at the telephone number indicated below.

Although no fees are believed to be due, for any fees that are due during the pendency of this application, please charge Deposit Account Number 03-3975 from which the Undersigned Attorney is authorized to draw. The Commissioner for Patents is also authorized to credit any over payments to the above-referenced Deposit Account.

Date: November 15, 2007   Respectfully submitted,

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Attachments: A – "Fedwire – Fedpoints – Federal Reserve Bank of New York" found on the internet at
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          B – "Society for Worldwide Interbank Financial Telecommunication," found on the internet at
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